

Gift & Loan Guidelines

It is essential, whenever an RDA Group takes on an equine as a gift or loan, that the group has a written agreement to avoid possible problems in the future. Experience has shown that having the terms of a loan/gift set out from the start can help the group to manage situations more easily and protect themselves from possible issues including provisions for a change in circumstances. The agreement must be carefully drawn up to suit each individual case and must be signed and dated by both parties.

RDA strongly recommends that groups have an **equine on trial** before agreeing to have them on loan or taking them on as a gift. Before final acceptance of an equine, we expect a Pre-Purchase Examination by a Vet to ensure that it is physically capable of doing the work required. As required by law we expect ALL equines to be microchipped and have an up-to-date passport.

Below we have outlined what should be included in an agreement between a group and an owner. There are also draft agreements that groups can edit and change to suit the terms that they would like to agree.

For an equine leaving RDA we have a transfer of ownership form which can be found on Equine page of Myrda.

Trial

As a safeguard against misunderstanding and recriminations, the following points should be agreed in writing before the equine goes on trial:

- a) Length of trial – particularly if the equine turns out to be unsuitable
- b) Details of insurance cover
- c) Responsibility for Veterinary expenses
- d) A clause covering possible euthanasia

If the equine is unsuitable, it should be returned at the group's expense.

Loan

As well as who is responsible for veterinary treatment and details of insurance, the agreement should include:

- a) The duration of the loan (indefinite or a stated time)
- b) Where the equine may be kept
- c) By whom it may be used
- d) Action to be taken should the equine become redundant for any reason including ill health, retirement or the group have to close on temporary or permanent basis

- e) Details of insurance cover
- f) PPE prior going to the group and before going back to the owner
- g) Cooling off period for the owner to make a complaint

Gifts

A written agreement in the case of direct gifts is similar to that for an equine on loan but without the return element. It should be clear:

- a) Whether the owner wishes to give the equine completely to the group and does NOT want to have it offered back (completion of the slip at the foot of the Agreement Form will confirm this) and whether any updates or contact is requested
- b) What action should be taken if the group circumstances change, or the equine becomes disused
- c) Details of Insurance cover

Sample letters and draft forms (please adapt to suit your individual needs)

Below are letters and forms that can be used for the basis of an agreement between a group and an owner of an equine being loaned or gifted to RDA. They are to be used as a starting point and adapted to meet the individual circumstances; groups must get legal advice as needed.

1. **LETTER TO OWNERS OF EQUINES OFFERED** - This letter to be sent to owners of equines offered after initial contact.
2. **AGREEMENT FORM EQUINE OFFERED ON TRIAL TO A GROUP** - This form **must** be completed by all concerned before an equine is accepted as a trial by a group
3. **AGREEMENT FORM EQUINE OFFERED AS A GIFT TO A GROUP** - This form **must** be completed by all concerned before an equine is accepted as a gift by a group.
4. **AGREEMENT FORM EQUINE OFFERED ON LOAN TO A GROUP** - This form **must** be completed by all concerned before an equine is accepted on loan by a group.
5. **DRAFT AGREEMENT FOR WORKING LIVERY** - For the use in groups with equines on working livery with riding schools.
6. **DRAFT AGREEMENT FOR SESSION LOANS** – for use in groups with equine being offered per session

If any group would like support with any aspects of purchasing, loaning or owning equines, please contact the Regional Equine Adviser for your Region. Offers of driving ponies should be passed to your Regional Carriage Driving Representative.

LETTER TO OWNERS OF EQUINES OFFERED TO AN RDA GROUP AS GIFT/LOAN OR SALE

Address of RDA Group:

Dear

Thank you very much for offering your (equine / donkey / mule)* for the use of our participants.

I am sure you will understand that because of the specialised nature of our work, we need to be careful when accepting animals. As they need to be suitable for the particular activities required. The animals may need to be assessed for their suitability over a trial period. In such a case the equine will be accepted for a trial period by mutual agreement.

RDA UK require a Pre-Purchase Examination before taking on and on return of the equine, we will agree a mutually convenient time for this to take place. As required by law we expect **all** equines to be microchipped and have an up to date passport.

Whatever the outcome, we very much appreciate you offering your equine to RDA and as soon as I receive the completed form I will follow it up and then contact you again.

Meanwhile, if you have any queries or want more information, please let me know and thank you once more for thinking of helping our group.

Yours sincerely,

Group Chair

*delete as appropriate

AGREEMENT FORM-EQUINE/DONKEY/MULE OFFERED ON TRIAL TO A GROUP

Equine Details:			
Name:		Age:	
Height:		Sex:	
Colour:		Breed/type:	
Microchip Number:		Passport Number:	

Owner Details:			
Name:			
Email Address:		Phone Number:	
Home Address:			

RDA Group Details:			
Name:		Phone Number:	
Address:			

Subject to the following conditions:

1. After a trial period of up to **insert weeks / months** and a veterinary examination, the equine will be accepted by the group or returned to the owner at the groups expense.
2. Overall charge of the equine will be the responsibility of the group including veterinary fees and Public Liability cover, whilst the equine is on trial. Whilst every reasonable care will be taken, the insurance for loss of use or death of the equine remains the responsibility of the owner.
3. The group will have the responsibility to see that the equine is euthanised without delay should a Vet consider it necessary for humane reasons, after making every reasonable effort to consult the owner.
4. The owner reserves the right to visit the equine, with reasonable notice given to the group.

If the Group find it necessary to change the current arrangements they will give as much notice as possible.

Signed: (Group Chair)

Date:

Signed: (Owner)

Date:

AGREEMENT FORM- EQUINE/DONKEY/MULE OFFERED AS A GIFT TO A GROUP

Equine Details:			
Name:		Age:	
Height:		Sex:	
Colour:		Breed/type:	
Microchip Number:		Passport Number:	

Owner Details:			
Name:			
Email Address:		Phone Number:	
Home Address:			

RDA Group Details:			
Name:		Phone Number:	
Address:			

Subject to the following conditions:

1. Ownership of the equine will be transferred to the group. The equine passport must be exchanged and new ownership details registered with the correct passport issuing authority.
2. The equine will be subject to a Pre Purchase Examination at the expense of the group.
3. After a trial period, under agreed terms, the equine will either be accepted or returned to the owner listed above at the group's expense.
4. Should the Vet consider it necessary, the group will have the right and responsibility to see that the equine is euthanised humanely, without delay.
5. Overall charge of the equine will be the responsibility of the group
6. If for any reason the group find it necessary to change the current arrangements for the equine, they will first offer it back to the owner (unless the owner has indicated in writing that they wish to hand over the equine completely to the RDA and do not want it back) secondly make every effort to find it another suitable home **or** thirdly have it humanely euthanised.

NOTE: There must be clear understanding as to where the equine will be kept and by whom it may be used, who is responsible for veterinary expenses and any insurance requirements. It must also be agreed what action should be taken should the equine become redundant for any reason or the group has to temporarily or permanently close.

Signed: (Group Chair)

Date:

Signed: (Owner)

Date:

IN ADDITION: ~~Delete if not required~~ I am making a gift of the equine (as stated above) to the RDA Group (as stated above). I am prepared to leave future arrangements for the equine in the hands of the group and do not wish to have it offered back to me.

Signed: (Owner)

Date:

AGREEMENT FORM- EQUINE/DONKEY/MULE OFFERED ON LOAN TO A GROUP

Equine Details:			
Name:		Age:	
Height:		Sex:	
Colour:		Breed/type:	
Microchip Number:		Passport Number:	

Owner Details:			
Name:			
Email Address:		Phone Number:	
Home Address:			

RDA Group Details:			
Name:		Phone Number:	
Address:			

Subject to the following conditions:

1. The equine will be subject to a Pre-Purchase Examination at the expense of the group.
2. After a trial period, under agreed terms, the equine will either be accepted or returned at the group's expense.
3. Should a Vet consider it necessary the group will have the right and responsibility to see that the equine is euthanised humanely without delay.
4. Overall care of the equine will be the responsibility of the group.
5. If for any reason the group find it necessary to change the current arrangements for the equine, their representative will discuss alternative arrangements with the owner, and if none can be arranged, will return the equine to the owner.

NOTE: When loans are arranged, there must be a clear understanding confirmed in writing as to where the equine will be kept and by whom it may be used, who is responsible for veterinary attention and any insurance requirements and action to be taken, including possible euthanasia should the equine become redundant for any reason or should the group need to close on a temporary or permanent basis.

Signed: (Group Chair)
Signed: (Owner)

Date:
Date:

DRAFT AGREEMENT- WORKING LIVERY/RIDING SCHOOL

THIS AGREEMENT is made on the **(DATE)** between **(NAME OF STABLES OR RIDING SCHOOL)** (hereinafter called the "Company") of the one part and the **(RDA GROUP)** (hereinafter referred to as the Group) of the other part.

IT IS AGREED as follows:

1. The equine
is the property of the Group. The equine will be stabled (free of charge) at the Company's premises to be used by participants in the RDA group. The equine may be used at any RDA event outside the Company's premises. If the equine is needed for an RDA event not under the control of the Group, the Group Chairman of the RDA will make every effort to give at least one week's notice to the Company.
2. RDA insurance covers Third Party and Public Liability during the period the equine is
in use by the Group and for events organised by other RDA Groups subject to the terms and conditions of the RDA's master policy in force.

NB: At all other times the Company's own insurance must be responsible for any injury or accident caused by the equine and the Company hereby agrees to carry sufficient and appropriate insurance cover and will provide a copy of such policy to the Group and the receipt for the last premium on written request.

3. The Company will be responsible for the feeding and day to day health and welfare
of the equine, which will be made available for inspection by the Group's Vet at any given time by appointment. The Company will abide by any instructions given by the Group with regard to the welfare and care of the equine including feeding and/or provide for the euthanasia of the equine if necessary, under supervision of the Group.
4. Shoeing or trimming the equine's feet will be the responsibility of the Company. Veterinary fees will be the responsibility of the **(GROUP/COMPANY)**.
5. Any tack accompanying the equine will be the property of the Group and may be used by the Company, who will be responsible for good condition and repair.
6. When not required by the Group, the equine will be available for use by the Company for their own pupils at **(ADDRESS OF STABLES/RIDING SCHOOL)** provided that the Company will ensure that the equine has one rest day a week on which it is not ridden and one holiday each year.

7. The Company will arrange for the equine to be euthanised at the expense of the **(GROUP/COMPANY)** should the Group so request. The Company shall have the right to euthanise the equine should a Vet consider it necessary for humane reasons.
8. This Agreement may be terminated by either party giving one months' notice in writing to the other.

SIGNED:

For and on behalf of **(THE COMPANY)**

SIGNED:

RDA Group Chair

AGREEMENT FORM- EQUINE OFFERED ON SESSION LOAN TO A GROUP

(Session loan refers to an equine loaned to a group per session by a private owner)

Equine Details:			
Name:		Age:	
Height:		Sex:	
Colour:		Breed/type:	
Microchip Number:		Passport Number:	

Owner Details:			
Name:			
Email Address:		Phone Number:	
Home Address:			

RDA Group Details:			
Name:		Phone Number:	
Address:			

Date last:	
Shod/Trimmed:	
Wormed/Egg Count:	
Saddle check:	
Teeth check:	
Vaccinated:	
Bodywork (Massage/Physiotherapy/ Chiropractor etc):	

IS YOUR EQUINE? (Please feel free to give further details on a separate sheet)

Safe and sensible to handle?	YES	NO
Safe and sensible to ride?	YES	NO
Easy to catch in a field?	YES	NO
Safe and sensible to mount/dismount?	YES	NO

Confident in traffic & unusual circumstances?	YES	NO
Has the equine ever been used for carriage driving?	YES	NO

Should the equine become ill/lame during an RDA session, who has responsibility for Vet fees?

Should the equine need ongoing care/medical attention resulting from an incident during an RDA session who is responsible for this? Please note this can include time as well as financial consideration.

Any further considerations for both parties to agree? This could be travel arrangements, days/times available/tack usage, Vet preference, notice period etc.

Subject to the following conditions:

1. The equine will be subject to an assessment by a suitably qualified RDA Coach
2. It is the RDA groups responsibility to adhere to all relevant legislation surrounding hire of horses.
3. Should a Vet consider it necessary the group will have the right and responsibility to see that the equine is euthanised humanely without delay.
4. If for any reason the group find it necessary to change the current arrangements for the equine, their representative will discuss arrangements with the owner.

Signed: (Group Chair)

Date:

Signed: (Owner)

Date: